

BendVoice Terms and Conditions

Effective Date: January 01, 2010

Last Revised: October 2, 2012

1. General.

Thank you for visiting BendVoice.org (this "Website"). We welcome you and your comments. The purpose of this site is to present matters of public interest in the City, including its many residents, businesses and visitors. We encourage you to submit your ideas, but please note this is a moderated online discussion site and both the posts of the employee and all posted comments by citizens will become public records under Oregon Public Records laws. Communication made via this site (whether by a city employee or the general public) may be subject to monitoring and disclosure to third parties.

Sentient Services (the "Company", "we" or "us") owns and operates this Website. Your use of this Website and the information, content and services available through this Website are subject to these Terms and Conditions ("Terms and Conditions"). **Our platform enables Account Holders to create, share and act upon ideas to drive innovation and make everything, and every day better. An "Account Holder" is defined as a user that is a business or entity subscribing to Company services in order to create a subdomain (e.g., "AccountHolder".granicusideas.com) and manage and administer the platform for the use of their customers, employees or community. For clarity, references to this Website in these Terms and Conditions also include any Account Holder's subdomain. Unless we distinguish otherwise, the terms "you", "your", "user", or "users" for purposes of these Terms and Conditions, mean anyone accessing the Website for any reason, including Account Holders, you in your individual capacity, and the organization or other business entity that you represent and on whose behalf you use the Website under actual or apparent authority.**

These Terms and Conditions are current as of the effective date set forth above and were last revised as of the date set forth above. We reserve the right to change these Terms and Conditions from time to time. Please consult this portion of the Website for important changes to the Terms and Conditions as Company may, at any time, and without notice, revise these Terms and Conditions by updating this posting.

Please read these Terms and Conditions carefully. By accessing or using the Website, you are bound by these Terms and Conditions and any revisions; you should therefore periodically visit this page to review the current Terms and Conditions. Access or use of the Website following any change to the Terms and Conditions constitutes your agreement to those changes. If at any time you choose not to accept the terms of these Terms and Conditions, you should not

access or use this Website.

Company may, at its sole discretion, and at any time, discontinue this Website or any part thereof, with or without notice, or may prevent your use of this Website with or without notice to you. You agree that you do not have any rights in this Website and that Company will have no liability to you if this Website is discontinued or your ability to access the Website or any content you may have posted on the Website is terminated.

2. Authorized Users.

You affirm that you are over the age of 18. If you are under 18 years of age, you may not access or use the Website absent the consent of a parent or guardian. Subject to these Terms and Conditions, you may not access or use the Website if you are unable to form a legal binding agreement with Company.

3. Legal Notices.

We post legal notices on pages of the Website. You shall not remove these notices or credits, or any additional information contained along with the notices and credits. The Website may contain references to trademarks, copyrighted materials, technologies, products, processes and software and other proprietary rights of Company or other parties. No license to or right in any such trademarks, copyrighted materials, technologies, products, processes, software or other proprietary rights of Company is granted to or conferred upon you.

4. Company Content.

Content on this Website that is provided by Company, its employees or its licensors, including original art work, graphics, photographs, images, screen shots, text, music, digitally downloadable files, video clips, trademarks, logos, product and character names, slogans, and the compilation of the foregoing ("Company Content") is the property of Company and its licensors, and is protected in the U.S. and internationally under trademark, copyright and other intellectual property laws.

You are authorized to access and use the Website and related Company Content as set forth in these Terms and Conditions, provided that: (a) you will not copy, distribute or transfer any portion of the Website or Company Content on any media without Company's prior written or electronic approval; (b) you will not alter, adapt or otherwise modify any part of the Website or Company Content other than as may be reasonably necessary to use that part of the Website or Company Content for its intended purpose; (c) if you are not an Account Holder, your use of the Website and Company Content as permitted hereunder is solely for your personal, non-commercial; and (d) you will otherwise comply in full with these Terms and Conditions.

5. User Content.

This Website permits the submission of text, files, images, photos, video, sounds, musical works, works of authorship, text postings and other materials and content ("User Content") by you and other users on certain areas of our Website. The nature of this Website is interactive and public. By posting User Content, you understand and acknowledge that any materials, ideas or other communications you transmit in any manner and for any reason will not be treated as confidential or proprietary and may be preserved or disclosed by Company at our discretion. You shall be solely responsible for any User Content you submit and the consequences of posting or publishing it. With respect to any User Content you submit, you affirm, represent and warrant that: (a) you own or have the necessary licenses, rights, consents or permissions to use and authorize Company to use all patent, copyright, trade secret and trademark rights or other proprietary rights to enable inclusion and use of User Content in the manner contemplated by the Website and these Terms and Conditions; (b) you have the written consent, release or permission of each identifiable individual person in your User Content to use the name, likeness or other personal characteristics of each such identifiable individual to enable inclusion and use of such User Content in the manner contemplated by the Website and these Terms and Conditions; and (c) all user Content you submit is complete and current at the time of submission.

As between you and Company, you shall retain all of your ownership rights in and to the User Content you provide through our Website. However, by submitting User Content on the Website to, you hereby grant Company a worldwide, non-exclusive, irrevocable, perpetual, royalty-free, sublicensable (through multiple tiers of sublicensees) and transferable license to use, reproduce, distribute, edit, modify, translate, reformat, prepare derivative works based upon, display publicly, perform publicly and otherwise exploit (including but not limited to over the Internet, broadcast television, radio or any other uses or media), the User Content, in whole or in part, including future properties and technologies that Company (or its successor) may otherwise own, control or utilize that do not yet exist, as well as new uses, media, means and forms of exploitation throughout the universe exploiting current or future technology yet to be developed to the maximum extent permitted by applicable law.

You also hereby grant each Account Holder a worldwide, non-exclusive, irrevocable, perpetual, royalty-free, sublicensable (through multiple tiers of sublicensees) and transferable license to access your User Content through the Website, and to use, access, reproduce, distribute, transmit, forward, display and perform such User Content, in whole or in part, to the extent permitted by the Website under these Terms and Conditions (the "User License").

Company and Account Holder will be entitled to use, reproduce, disclose, modify, adapt, create derivative works from, publish, display and distribute any User Content you submit for any purpose whatsoever, without restriction and without

compensating you in any way. Both Company and Account Holder are and will be under no obligation (1) to pay to user any compensation for any User Content or (2) to respond to any User Content. In addition, Company will have the right to refuse, remove or delete any User Content which it reasonably considers to violate these Terms and Conditions or to otherwise be illegal or objectionable.

6. Posting User Content.

Your posting of User Content is subject to these Terms and Conditions, any additional terms posted for a specific feature, as well as the following submission rules, to which you agree to adhere through your use of the Website. By contributing this content you are affirming that you are 18 years old or more, an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into and comply with these Terms and Conditions.

The City does not discriminate against public speech based on content or viewpoint. However, comments should relate to the post, and to the functions, services, activities, issues, operations and projects of the City of Bend municipal government. Once posted, the City reserves the right to determine which submissions are unacceptable for its page and delete them, including those that contain profane or obscene language, personal attacks of any kind, or language or content that targets, disparages or discriminates against individuals or groups based on race, ethnicity, religion, color, gender, age, sexual orientation, mental or physical disability, gender identity, national origin or other protected status under applicable law. Further, the City reserves the right to delete comments, when possible, that:

- Is unlawful, harmful, tortious, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent, or otherwise objectionable or inappropriate as determined by Company or the City.
- Any content that contains personal information about any other individual, violates the privacy/publicity of any other individual or entity, or anything that you are under a contractual obligation to keep private or confidential. You agree that you will not impersonate any person or organization, including, without limitation, the personnel of Company.
- You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content or other content transmitted through the Website.
- You will not misrepresent an affiliation with another person or organization, nor will you post any content that infringes any copyright, trademark, patent, trade secret, or otherwise subject to intellectual property rights of a third party.

- You will not use this Website to harm minors in any way or to send any content that we deem in our sole discretion to be inappropriate for minors, offensive, or incompatible with the character or subject matter of this Website.
- You will not upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes” or any other material that contains business solicitations of any type, including advertising a product or service, offering a product or service for sale, or directing readers to a location for more information about a product or service.
- You will not post links to other sites; items that are clearly off topic; advocate illegal activity; promote particular services, products or political organizations; infringe on copyrights or trademarks; are comments in support of or opposition to current political campaigns, candidates or ballot measures; or contain solicitations of commerce or charitable or other contributions, except for official City-sponsored activities. The City also reserves the right, in its discretion, to remove all comments after they have been displayed for one month.
- You will not post any software to the Website, nor will you post links to online locations or post files that do not comply with these Terms and Conditions, and you will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation or features of the Website.
- You will not modify in any way any specifications, technology, or application codes provided to you by Company or as embedded in the User Content unless expressly authorized in writing by Company.
- You will not intentionally or unintentionally violate any applicable local, state, national or international law.
- You will not collect any personal information about other users.
- You will not share or transfer passwords or other access information with any other party, temporarily or permanently as applicable.
- You will not use the Website or any Company Content in any way that harms any user of Company.
- You will not use the Website in any manner that could overburden, or impair the Website (or the networks or systems connected to the Website).
- You may not use any device, software or instrumentality to interfere with the proper working of our Website or disobey any requirements, procedures, policies or regulations of networks connected to the Website.

Company may cancel your account and delete all User Content associated with your account at any time without notice, if Company deems in its sole discretion that you have violated these Terms and Conditions, the law, or for any other reason. Company assumes no liability for any information removed from our Website, and reserves the right to permanently restrict access to the Website or a user account. If you are not an Account Holder, you may deactivate your account by logging in and choosing to deactivate in your User Admin Dashboard, or by emailing civicideas@granicus.com. Once your account is deactivated you will no longer be able to login, post, comment, edit your content or take other actions on the site.

You understand that Company has no responsibility to monitor any materials posted, transmitted, or communicated to or within the Website. If you believe that something on the Website violates these Terms and Conditions, please e-mail civicideas@granicus.com.

7. No Infringing Use.

Company respects the intellectual property of others, and we expect our users to do the same. It is our policy, in appropriate circumstances and at our discretion, to disable or terminate the accounts of users of the Website who infringe or repeatedly infringe the copyrights or other intellectual property rights of Company or other rights owners.

8. DMCA Notice.

If you are a copyright owner or an agent thereof and believe any User Content or other Company Content infringes upon your copyrights, you may submit a notification of claimed infringement under the Digital Millennium Copyright Act ("DMCA") by providing notice to Company through the email address: civicideas@granicus.com containing the following information:

- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- A physical or electronic signature of a person authorized to act on behalf of the owner of a copyright that is allegedly infringed.

You acknowledge that if you fail to comply with substantially all of the above requirements of this Section your DMCA notice may not be valid and we may not be able to remove infringing content.

9. Security.

You are solely responsible for protecting the security and confidentiality of your password, as applicable, and are accountable for any activity undertaken through your Company account.

You shall not violate or attempt to violate the security of the Website. Violations of system or network security may result in civil or criminal liability. Company reserves the right to investigate occurrences which may involve such violations and may involve and cooperate actively with, law enforcement authorities in prosecuting users who have participated in such violations.

10. Communications.

With respect to all communications with Company, including but not limited to feedback, questions, comments, suggestions and the like: (a) you shall have no right to confidentiality in your communications and Company shall have no obligation to protect your communications from disclosure; (b) Company shall be free to reproduce, use, disclose and distribute your communications to others without limitation; and (c) Company shall be free to use any ideas, concepts, know-how, content or techniques contained in your communications for any purpose whatsoever, including, but not limited to, the development, production and marketing of products and services that incorporate such information.

11. Your Account.

You represent that any information you post or provide to Company by means of this Website, including, without limitation, as part of any registration, application or inquiry, is true, accurate, not misleading and offered in good faith.

You may never use another user's account without permission. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Company as soon as possible of any breach of security or unauthorized use of your account. Company reserves the right to suspend or terminate any account at any time for any reason and is not liable for any damage or loss resulting from such suspension or termination.

12. Sweepstakes, Promotions and Contests.

We may from time to time offer promotions, contests or sweepstakes. Please note that the particular terms for any such promotions, contests or sweepstakes or other features or activities may differ from the Terms and Conditions of our Website. If different or additional terms apply, they will be posted in a manner that makes it clear that such rules or terms apply to the applicable service.

13. Privacy.

Your privacy is important to us. Our Privacy Policy is incorporated into, subject to and made part of these Terms and Conditions. A copy of our Privacy Policy is currently located at <http://bendvoice.org/privacy-policy> or the applicable subdomain: <http://AccountHolder.granicusideas.com/privacy-policy>.

14. Indemnity.

You agree to indemnify and hold Company and its agents and licensors harmless from any claim or demand, including costs or attorneys' fees, made by any third party due to or arising out of User Content or other content you submit, post to or transmit through the Website, your violation of these Terms and Conditions, or your violation of any rights of another person or entity.

15. Warranty Disclaimer.

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. CivicIdeas MAKES NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS. ALL SITE INFORMATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATION CONTENT, OR SYSTEM INTEGRATION. CivicIdeas DOES NOT WARRANT THAT THE SITE WILL BE AVAILABLE OR OPERATE IN AN UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE MANNER OR THAT ERRORS OR DEFECTS WILL BE CORRECTED.

16. Limitation of Liability.

UNDER NO CIRCUMSTANCES SHALL CivicIdeas BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL DAMAGES, COSTS OR ATTORNEY'S FEES ARISING OUT OF OR RELATING TO THESE TERMS OR USE, ACCESS TO, USE OF OR THE OPERATION OF THE WEBSITE. YOUR SOLE AND EXCLUSIVE REMEDY AND CivicIdeas'S SOLE AND EXCLUSIVE LIABILITY TO YOU FOR ANY REASON SHALL BE FOR YOU TO DISCONTINUE YOUR ACCESS TO OR USE OF THE WEBSITE.

17. Terms Applicable to Account Holders.

- All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Account Holder will be responsible for the payment of any fees, taxes or other charges to its account and shall pay such fees, taxes and other charges in accordance with Company's billing terms then in effect as communicated by Company to Account Holder.
- To become an Account Holder, you will be required to give us a valid credit card number (VISA, MasterCard, American Express or any other issuer then accepted by us) and associated payment information at the time you order services, including all of the following: (i) your name as it appears on the card, (ii) the credit card type, (iii) the date of expiration of your credit card, (iv) billing address, and (v) any activation numbers or codes needed to charge your card. Company currently does not accept cash, checks or any other payment form, although in the future we may change this policy. Your credit card issuer agreement governs your use of your designated credit card, and you must refer to that agreement and not these Terms and Conditions to determine your rights and liabilities as a cardholder. By providing Company with your credit card number and associated payment information, you agree that Company is authorized to immediately charge your credit card on file in connection with your account for all fees and charges due and payable to Company as a result of your purchase of any services. You agree that no additional notice or consent is required before Company charges the credit card for all amounts due and payable. You agree to immediately notify Company of any change in your billing address or the credit card used for payment hereunder. Company reserves the right, at any time, to change its prices and billing methods, either immediately upon posting notice of the changes on the Website and/or by e-mail notification to your e-mail address on file in connection with your account.
- Services are billed in advance and are non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account.
- An upgrade from any free plan to any paid plan will end your free trial. Notwithstanding the above, you will be billed for your first month immediately upon upgrading. For any upgrade or downgrade in plan level, your credit card will automatically be charged the new rate on your next billing cycle. Downgrading your Service may cause loss of features or capacity of your Account. Company does not accept any liability for such loss.
- You must notify us in writing within seven (7) days after receiving your credit card statement if you dispute any of our charges on that statement, or such dispute will be deemed waived. Notice of billing

disputes should be sent to the following address: 9600 Escarpment Blvd., Suite 745-254, Austin, TX 78749. If Company does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by Company or its agents.

- Account Holder represents and warrants that its chosen subdomain name as hosted on the Service (e.g., **“AccountHolder”.granicusideas.com**) does not infringe the copyright, trademark, or any other intellectual property rights of any third party, and that such domain name is otherwise in compliance with these Terms and Conditions. Company reserves the right, in its sole discretion, to relocate an Account Holder's hosted area to an alternate subdomain name if the Company has reason to believe Account Holder's chosen subdomain name is in violation of this section.
- In some cases, users may be able to access the Account Holder's hosted area via a single sign-on that is located on Account Holder's website. In such case, Account Holder shall maintain a Terms and Conditions and/or privacy policy informing its customers that in using third party sites, they will be subject to (and thus should consult) such third party site's terms of service and privacy policy.
- Account Holders may cancel a subscription at any time by contacting support[at]granicusideas.com. Should you wish to permanently delete all pages, users, accounts, ideas and discussions associated with your account, please contact us. Upon cancellation the Service will delete all account information within thirty (30) days unless otherwise mutually agreed upon.

18. Miscellaneous.

You agree to comply with all applicable laws, rules and regulations when using the Website.

Both you and Company acknowledge and agree that no partnership is formed, and neither of you nor Company has the power or the authority to obligate or bind the other.

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts-of-laws principles. By using this Website, you hereby agree that the exclusive jurisdiction for any and all disputes regarding these Terms and Conditions shall lie in the federal or state courts located in Austin, Texas.

These Terms and Conditions operate to the fullest extent permissible by law. If any provision of these Terms and Conditions is unlawful, void, or unenforceable, that provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

If Company fails to act with respect to your breach or anyone else's breach on any occasion, Company is not waiving its right to act with respect to future or

similar breaches.

The failure of Company to comply with the Terms and Conditions because of an act of God, war, fire, riot, terrorism, earthquake, actions of federal, state or local governmental authorities or for any other reason beyond the reasonable control of Company, shall not be deemed a breach of these Terms and Conditions. Sections 4, 7, 14, 15, 16, 17(f) and 18 shall survive any termination of these Terms and Conditions.

These Terms and Conditions constitute a binding agreement between you and Company, and are accepted by you as a condition for your use of the Website or your account. These Terms and Conditions constitute the entire agreement between you and Company regarding the use of the Website and your account and supersedes all previous or contemporaneous agreements, representations, understandings, or terms, written or oral.

Please note that the comments expressed on this site do not reflect the opinions and position of the City of Bend or its officers or employees. The City of Bend takes no responsibility and assumes no liability for content posted on this site. If you have any questions concerning the operation of this moderated online discussion site, please contact the Communications Director at communications@ci.bend.or.us.